CITY OF KERRVILLE PARKS & RECREATION DEPARTMENT-AQUATICS DIVISION RULES & REGULATIONS

- 1. All pool facilities are available for private rental ONLY when the pools are not scheduled for public use. City sponsored events; maintenance or weather conditions may restrict / prevent use of the facilities.
- All reservations fees must be paid at the time of the reservation. No reservation will
 be confirmed until this completed form, applicable deposit and rental fees are received at
 the Parks and Recreation Office.
- All reservations must be made by an individual at least 21 years of age. There must be one (1) adult present for every 10 youth aged 17 and under during the entire rental period.
- 4. Lifeguards are included with all pool rentals. FOR SAFETY REASONS, POOL RENTALS MAY BE CANCELED WITH LITTLE OR NO ADVANCE NOTICE IF THE POOL DOES NOT HAVE THE ADEQUATE NUMBER OF STAFF FOR THE RENTAL. In this case, the renter will receive a full refund.
- 5. In the case of inclement weather or departmental cancellation, rental fees will either be refunded or rescheduled (within the same summer season) at the preference of the Renter. Every effort will be made by the Parks and Recreation Department staff to notify the Renter of a cancellation. Inclement weather includes but is not limited to thunder, lightning and heavy rain.
- 6. All Renter cancellations must be received in writing by a Parks & Recreation Department representative at least 48 hours in advance to receive a full refund minus a non-negotiable \$20.00 processing fee. Cancellations made less than 48 hours prior to the reservation date will NOT be refunded. Any applicable refunds will be mailed 7-14 business days after the rental date.
- 7. The adult reserving the pool must be at the pool entrance to admit only those invited to their gathering. Guests must enter as a group and remain in the designated rental area for the duration of use.
- 8. Pavilion rentals occur during operational hours and do not include pool admission prices.
- 9. The Renter must be present during the entire rental period and is responsible for the behavior and conduct of the group using the facility. The Renter is responsible for any damages that may be incurred during the rental period.
- 10. Food and drinks are allowed, however, ALCOHOL, STYROFOAM, GRILLS, AND GLASS CONTAINERS are strictly prohibited in and around the surrounding pool area. No food or drinks are allowed in the water. The Renter is responsible for all cleanup.
- 11. Live music is not permitted at the pool. Music boxes are permitted and must remain at a reasonable volume to be determined by the Aquatic Management.

- 12. Any party decorations must be approved by the Aquatic Management before use. Decorations may not be nailed, stapled, or taped to any part of the facility, including trees. Decorations must be placed with "sticky tack" only. The Renter must remove ALL decorations and trash before exiting the facility. Water balloons are not allowed. Any foreign objects / toys must be pre-approved by the Aquatics / Special Events Supervisor before the rental date to ensure it is okay to use in the pool.
- 13. All rental party guests must be completely out of the facility at completion of rental. Rental time includes all set-up and clean-up. Pool personnel will inspect the facility for cleanliness to determine if a deposit refund shall be granted. Renter acknowledges that the deposit will be refunded only if the specified area is left undamaged and free of litter and/or debris upon the conclusion of the event.
- 14. Pool rules will be enforced and must be obeyed by all guests. Individuals and organizations reserving facilities must comply with all applicable rules, ordinances and laws. Swim tests may be conducted to determine swimming ability of guests. Failure to comply may result in denial of any subsequent use of facilities and/or forfeiture of the fees.
- 15. The Parks and Recreation Department reserves the right to accept or reject any reservation request or to cancel a reservation at any time. This shall include the right to terminate a reservation during the activity if conditions so warrant in the sole judgment of the staff at the Parks & Recreation Department. No refunds will be given.
- 16. The City has granted permission to the Undersigned to use City Pool premises for the above described event subject to the Undersigned's agreement to use the City Pool premises in accordance with City's Pool Rules and Regulations. City hereby declares, and Undersigned agrees and acknowledges, that City does not endorse and is not a sponsor of the above described event notwithstanding City's agreement to grant the Undersigned, its officers, employees, contractors, agents, quests, invitees, and/or licensees the authority to use the City Pool premises for the above described event. In further consideration of City granting the Undersigned the authority to use the City Pool premises for the above-described event, the Undersigned does hereby agree to indemnify, defend, and hold harmless the City of Kerrville, its officers, employees, and agents, from and against any and all injuries (including death) occurring to the Undersigned, its officers, employees, agents, contractors, family members, guests, invitees, or licensees, during the above-described event as the result of one or more negligent or intentional acts or omissions of any of those listed, including, but not limited to, injuries resulting in whole or in part from the existence of any latent or patent defects on the City Pool premises.

Please contact the Olympic Pool at (830) 896.8816 or Parks Office at (830) 257.7300 on the day of your rental to check on the status of the pool due to weather or other unforeseen circumstances that may cause a closure of the facility.

requirements regarding a City of Kerrville pool